

LANDSCAPE MAINTENANCE AGREEMENT

Project: _____

Address: _____

Check Where Appropriate:

() Special Exception

() Building Permit

() Occupancy Permit

Applicant: _____

() Continuous Warranty
Exhibit A

Property File Address: _____

Spec. Exception No.: _____

Resolution of Approval No.:_____

This Agreement, made this _____ day of _____, 19__ by and between the City of Annapolis, hereinafter referred to as “City” and _____, hereinafter referred to as the “Applicant”.

WHEREAS, the City of Annapolis through its Zoning Code requires the provision of landscaping and its maintenance in a healthy, safe, and attractive condition; and,

WHEREAS, _____ is the applicant for a () Building Permit; () Use and Occupancy Permit; () Special Exception

located at _____, and has been required as a condition of approval to provide landscaping in accordance with a landscape plan approved by the Department of Planning and Zoning (Attachment A - Landscape Plan).

NOW THEREFORE, in consideration of the Mutual Covenants and promises contained herein, the parties do hereby agree as follows: The applicant agrees to the installation and maintenance of landscaping illustrated in the approved landscape plan in accordance with Landscape Specification Guidelines for Baltimore-Washington Metropolitan Areas, September 1981 edition and as subsequently amended. Maintenance after installation shall be provided in accordance with the Limited Warranty or Continuous Warranty attached hereto as Exhibit "A" or Exhibit "B".

This Agreement shall be binding on the applicant, or the applicant's successors, heirs, assigns or personal representatives, for as long as the obligation to maintain the landscaping under the terms of the City's zoning regulations continues. The applicant shall notify, in writing, the City's Department of Planning and Zoning, should the sale of the subject property occur during the term of this Agreement.

IN WITNESS WHEREOF, THE CITY OF ANNAPOLIS has caused this Agreement to be signed in its name by the Mayor of the City, attested by the City Clerk and _____ has caused this agreement to be signed in its name by the _____ (title), who certifies that he/she is authorized to legally bind the applicant.

Failure to fulfill the conditions of this Agreement will result in written notice from the City to the applicant requiring compliance. If the property is not brought into compliance with the approved standards in the determination of the Department of Planning and Zoning within ten (10) business days, the City may take such enforcement action as is deemed appropriate.

WITNESS:	Title
_____	_____
	Signature
_____	_____
Print Name	Print Name

ATTEST:	THE CITY OF ANNAPOLIS
_____	by _____
Deborah Heinbuch, City Clerk	Ellen O. Moyer, Mayor

Approved as to Legal Form and Sufficiency:	
_____	_____
Paul Garvey Goetzke, City Attorney	Date

EXHIBIT A CONTINUOUS WARRANTY AGREEMENT

Project:_____

Address:_____

Applicant's signature:_____

Print Name & Title:_____

I. **Inspection or Initial Acceptance**

- A. Maintenance and warranty shall begin after final landscape inspection and acceptance.
- B. The inspection shall be made on all work installation and improvements shown on the approved landscape plan.
- C. Inspection shall be made by the Department of Planning and Zoning.

II. **Maintenance After Initial Acceptance or Inspection**

- A. Maintenance shall include a thorough initial watering with weekly watering thereafter for the first month after acceptance. Watering thereafter shall be on a bi-weekly basis for an additional two months. The total number of waterings shall be a maximum of eight (8) for the 3 month period.
- B. During the warranty period, settled plants shall be reset to proper grade and position, dead material removed, and guys tightened or repaired within a reasonable time.

III. **Warranty**

- A. The owner/applicant shall conduct a final inspection at the end of a one year period after acceptance.
- B. Any material that is 25% dead or more shall be considered dead and must be replaced. A tree shall be considered dead when the main leader has died back, or there is 25% of the crown dead.

IV. **Replacements and Conditions**

- A. Replacements shall be made during the next planting period unless the landscape contractor agrees to an earlier date.
- B. A replacement shall be of the same size as the original with no additional soil additives to be used.
- C. The applicant/owner shall be responsible for plant material that have been damaged by vandalism, fire, removal, relocation or other activities.

- D. Plant losses due to abnormal weather conditions such as floods, excessive wind damage, drought, severe freezing or abnormal rains shall be the responsibility of the applicant/owner.
 - E. Ground covers, broadleaf evergreens, red, willow and scarlet oaks and all conifers except white pines shall not be planted between November 15 and March 15.
- V. **Pruning**
- A. Plants shall be pruned as needed or directed by the City. All plants shall be pruned at the same time.
 - B. Pruning shall include only work that is necessary to maintain the plants in their normal growth pattern.
- VI. **Feeding**
- A. Plants shall be fertilized once a year. Either of two methods may be used:
 - 1. Surface Feeding - This shall consist of broadcasting a slow release (1.5% WIN or better) fertilizer over the mulched beds at the recommended rates as shown on the bags. Thorough watering is required upon completion.
 - 2. Liquid Feeding - Pressure injection of a slow release fertilizer may be used on all plant material. Follow recommendations on the product for proper results.
- VII. **Mulching**
- A. Once a year, all mulched areas shall be remulched so that they contain a minimum depth of two inches and a maximum depth of three inches if needed. Mulch used shall equal in quantity and quality the type to that which was supplied during installation of the plants.
 - B. Saucers around all shade trees are required and shrubs shall be maintained in a weed-free manner.
- VIII. **Weeding**
- A. Weeding shall be scheduled throughout the year in order to keep the planting areas as free of weeds as possible.
 - B. The time of weeding shall be decided upon by the owner. The number of weedings shall not be less than six (6) during the growing season.
- IV. **Stake and Wire Removal**
- A. All staking and guying material above grade shall be removed from the trees and removed after a one year period.
 - B. All staking and guying material above grade for replacement plant materials shall be removed after one year of installation.